

PERSONAL SERVICE CONTRACT

Contract No. _____

- I. Subject to the conditions stated on the back hereof, the _____ (Agency) and _____, hereby contract for the personal services of the Contractor as follows:

- a. Type of Service: ☐ Consultant ☐ Expert
b. Type of Employment: ☐ Intermittent ☐ Temporary
c. Duration of contract: From _____ to _____
d. Rate of Compensation: \$ _____ Per day of service
e. Estimated total cost: \$ _____
f. Contractor ☐ is ☐ is not a retired civilian employee of the United States.
g. Contractor ☐ is ☐ is not a retired officer of the Armed Services of the United States.
h. Date of appointment affidavits _____
i. Nature of personal services to be rendered: _____

- II. The Contractor agrees to perform the foregoing personal services in an efficient manner and to the best of his ability.

Dated at - Washington, D. C.

Contractor _____

this _____ day of _____ 19__.

Address _____

Personnel Officer _____

JUSTIFICATION FOR FOREGOING CONTRACT

- (1) The services described in the foregoing contract are essential for the following reasons:
- (2) The services required are not within the capacity of the present force.
- (3) The work to be performed may be in addition to but not a duplication of the duties of any other employee.

OFFICE, DIVISION AND SECTION	PRELIMINARY SECURITY BY	SECURITY CLEARANCE GRANTED (DATE)
RECOMMENDING OFFICER	BUDGET APPROVAL BY	DATE

Approved For Release 2001/08/15 : CIA-RDP57-00384R000500070002-0

1. DEFINITIONS

The Contractor shall be designated as either a consultant or an expert. The employment shall be classified as intermittent or temporary. Definitions are as follows:

- a. A consultant is an employee serving the Government in an advisory capacity only, as distinguished from one who performs the statutory duties and responsibilities of the employing Agency. Consultants are precluded from assuming any administrative or supervisory responsibilities.
 - b. An expert is an employee performing duties requiring the services of a person exceptionally qualified by education and experience in a particular line to perform a service particularly required to accomplish the statutory purposes of the employing Agency, and who is not, generally obtainable under Civil Service Laws and Regulations. Experts may exercise administrative and supervisory functions.
 - c. An intermittent employee performs services for short, irregular periods, none of which extends for a full calendar month.
 - d. A temporary employee serves for a definite period of time not exceeding one year. Temporary employees serve continuously during the period for which appointed.
2. PAYMENT
- a. Payment of compensation at the rate specified less any deductions required by law will be made on bi-weekly payrolls supported by Time and Attendance Reports (S.F. 1130) showing the actual hours of service rendered for each day, signed and approved by the official to whom the contract employee is responsible.
 - b. An intermittent consultant or expert will be paid only for days when actually employed, and will not be entitled to overtime or night differential payments. When work is performed on holidays or non-work days, only the regular daily rate will be allowed.

3. TRAVEL REIMBURSEMENT

- a. Only an intermittent employee is entitled to reimbursement, in accordance with Government Travel Regulations, for transportation between residence or place of business and official headquarters, and to maximum of \$6.00 per diem in lieu of subsistence for each day, including Saturdays, Sundays and holidays, while away from residence or place of business on official duty.
- b. An intermittent or temporary consultant or expert, on authorized government business, away from the official station is in a travel status and will be reimbursed for transportation expenses in accordance with Government Travel Regulations and will receive a maximum of \$6.00 per diem in lieu of subsistence.

4. LEAVE

A consultant or expert will not accrue annual or sick leave under this contract.

5. SECURITY

This contract shall not be effective until such time as satisfactory preliminary security clearance is obtained and noted on the face hereof.

6. TERMINATION

This contract may be terminated at any time during the period of its duration, (1) by mutual consent of the Personnel Officer and of the Contractor, (2) by the Personnel Officer, upon not less than seven days' written notice by him to the Contractor, or (3) by the Contractor, upon not less than seven days' written notice by him to the Personnel Officer.

7. PREPARATION AND DISTRIBUTION

This contract will be prepared in six copies, all of which will be signed and distributed as follows: Original to Payroll Office for General Accounting Office, two copies for the Personnel Office, one copy each for the Budget Office, the Administrative Office and the Contractor.

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- c. Duration of contract: From _____ to _____
- d. Rate of Compensation: \$ _____ ☐ Per day of service ☐ Per diem, WAE (for actual hours worked)
- e. Estimated total cost: \$ _____
- f. Contractor ☐ is ☐ is not a retired civilian employee of the United States.
- g. Contractor ☐ is ☐ is not a retired officer of the Armed Services of the United States.
- h. Date of appointment affidavits _____.
- i. Nature of personal services to be rendered: _____

II. The Contractor agrees to perform the foregoing personal services in an efficient manner and to the best of his ability.

Dated at - Washington, D. C. Contractor _____
 this _____ day of _____ 19____. Address _____
 Personnel Officer _____

JUSTIFICATION FOR FOREGOING CONTRACT

- (1) The services described in the foregoing contract are essential for the following reasons:
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Definitions are as follows:

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- b. An expert is an employee performing duties requiring the services of a person exceptionally qualified by education and experience in a particular line to perform a service particularly required to accomplish the statutory purposes of the employing Agency, and who is not, generally obtainable under Civil Service Laws and Regulations. Experts may exercise administrative and supervisory functions.
- c. An intermittent employee performs services for short, irregular periods, none of which extends for a full calendar month.
- d. A temporary employee serves for a definite period of time not exceeding one year. Temporary employees serve continuously during the period for which appointed.

2. PAYMENT

- a. Payment of compensation at the rate specified less any deductions required by law will be made on bi-weekly payrolls supported by Time and Attendance Reports (S.F. 1130) showing the actual hours of service rendered for each day, signed and approved by the official to whom the contract employee is responsible.
- b. An intermittent consultant or expert will be paid only for days when actually employed, and will not be entitled to overtime or night differential payments. When work is performed on holidays or non-work days, only the regular daily rate will be allowed.

3. TRAVEL REIMBURSEMENT

- a. Only an intermittent employee is entitled to reimbursement, in accordance with Government Travel Regulations, for transportation between residence or place of business and official headquarters, and to a per diem allowance in lieu of subsistence for each day, including Saturdays, Sundays and holidays, while away from residence or place of business on official duty, in accordance with applicable law and regulations.
- b. An intermittent or temporary consultant or expert, on authorized government business, away from the official station is in a travel status and will be reimbursed for transportation expenses in accordance with Government Travel Regulations and will receive a per diem allowance in lieu of subsistence in accordance with applicable law and Regulations.

4. LEAVE

A consultant or expert may accrue annual and sick leave under this contract in accordance with applicable Civil Service Laws and Regulations.

5. SECURITY

This contract shall not be effective until such time as satisfactory preliminary security clearance is obtained and noted on the face hereof.

6. TERMINATION

This Contract may be terminated at any time during the period of its duration, (1) by mutual consent of the Personnel Officer and of the Contractor, (2) by the Personnel Officer, upon not less than seven days' written notice by him to the Contractor, or (3) by the Contractor, upon not less than seven days' written notice by him to the Personnel Officer.

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File *See*
Consultants

PERSONAL SERVICE CONTRACT

Contract No. _____

I. Subject to the conditions stated on the back hereof, the _____ (Agency)
and _____, hereby contract for the personal
(hereinafter referred to as the Contractor)
services of the Contractor as follows:

- a. Type of Service: ☐ Consultant ☐ Expert
- b. Type of Employment: ☐ Intermittent ☐ Temporary
- c. Duration of contract: From _____ to _____
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- f. Contractor ☐ is ☐ is not a retired civilian employee of the United States.
- g. Contractor ☐ is ☐ is not a retired officer of the Armed Services of the United States.
- h. Date of no strike affidavit _____.
- i. Date of Oath of Office _____.
- j. Nature of personal services to be rendered:

II. The Contractor agrees to perform the foregoing personal services in an efficient manner and to the best of his ability.

Dated at - Washington, D. C.
this _____ day of _____ 19 ____
Contractor _____
Address _____
Personnel Officer _____

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- c. An intermittent employee performs services for short, irregular periods, none of which extends for a full calendar month. Should an intermittent employee serve continuously for a period in excess of one month, he becomes a temporary employee.
- d. A temporary employee serves for a definite period of time not exceeding one year. Temporary employees serve full time during the period for which appointed.

2. PAYMENT

- a. Payment of compensation at the rate specified less any deductions required by law will be made on bi-weekly payrolls supported by Time and Attendance Reports (S.F. 1130) showing the actual hours of service rendered for each day, signed and approved by the official to whom the contract employee is responsible.
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residence or place of business and official headquarters, and to maximum of \$6.00 per diem in lieu of subsistence for each day, including Saturdays, Sundays and holidays, while away from residence or place of business on official duty.

- b. An intermittent or temporary consultant or expert, on authorized government business, away from the official station is in a travel status and will be reimbursed for transportation expenses in accordance with Government Travel Regulations and will receive a maximum of \$6.00 per diem in lieu of subsistence.

4. LEAVE

- a. A consultant or expert who serves continuously for a period in excess of one month will fall into the temporary category and will accrue annual and sick leave in accordance with the leave regulations applicable to all temporary-limited employees. Leave privileges will be determined by the actual conditions and circumstances under which service is rendered.
- b. A consultant or expert who falls into the intermittent category will not accrue annual or sick leave.
- c. A consultant or expert serving under an intermittent contract who works a sufficient number of consecutive days to be entitled to accrue leave will automatically become a temporary employee and a new contract will be executed on that basis.

5. SECURITY

This contract shall not be effective until such time as satisfactory preliminary security clearance is obtained and noted on the face hereof.

6. TERMINATION

This contract may be terminated at any time during the period of its duration, (1) by mutual consent of the Personnel Officer and of the Contractor, (2) by the Personnel Officer, upon not less than seven days' written notice by him to the Contractor, or (3) by the Contractor, upon not less than seven days' written notice by him to the Personnel Officer.

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